

# **Birdsall Estates Company Ltd. (Estate Office, Birdsall, Malton, North Yorkshire, YO17 9NU) X-Country Scenic Ride.**

## **General Notices**

- This is not a competitive event.
- There will be no toilet on site
- The course will be signed but if you get lost please telephone the emergency number. Please download the what3words mobile telephone app before the event so you can use it to establish your location in case of getting lost.

## **IMPORTANT NOTICE - Disclaimer**

### **1. Disclaimer for personal injury or death (sporting activity or event)**

Equestrian riding is physically challenging and carries with it risks that we cannot entirely eliminate. These include the risk of personal injury from falls.

#### **Rules**

- You must act responsibly and sensibly at all times following the rules set down in the terms and conditions.
- You must not participate if you are pregnant or under the influence of alcohol or non-prescription drugs.
- You must follow any safety warnings or instructions displayed or given to you by a member of Birdsall Estates Co. Ltd.'s staff or volunteers.
- We are not qualified to express an opinion that you are fit to safely participate. You must obtain professional or specialist advice from your doctor before participating.
- You must follow the rules in the Terms & Conditions of Entry.

In the absence of any negligence or other breach of duty by us, participation in X-Country Scenic Ride is entirely at your risk.

### **2. Disclaimer for personal injury or death**

You are responsible for riding safely and/or supervising the riding by children safely and as directed. You must behave sensibly and follow any safety instructions so as not to hurt or injure yourself or others.

In the absence of any negligence or other breach of duty by us, the use of our machinery, equipment or facility is entirely at your own risk.

### **3. Disclaimer for loss or damage to property**

In the absence of any negligence or other breach of duty by us, we are not responsible for any theft, damage, destruction or loss of your property or belongings while using our land and facilities.

**IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THIS STATEMENT BEFORE SIGNING. IF THERE IS ANY TERM THAT YOU DO NOT UNDERSTAND, THEN PLEASE DISCUSS IT WITH US BEFORE SIGNING.**

Name .....

Signed .....

Date .....

## **Terms & Conditions of Entry**

### **1. Booking and Refunds**

1.1 Horse entry numbers are limited so all bookings must be made online in advance at [www.horsevents.co.uk](http://www.horsevents.co.uk), with full payment due at the time of booking.

1.2 The booking is non-refundable; refunds will only be made on production of a valid veterinary or doctor's certificate or at the organiser's discretion.

1.3 We reserve the right to cancel the event at any time due to unforeseen circumstances or any other reason that is in the best interest of horse, rider and Birdsall Estates Co. Ltd. In the event of cancellation, payments will be refunded less a proportion representing a pro rata charge for the costs associated with the set-up of the event.

### **2. Registration**

2.1 You must complete the advance registration ahead of the event. This is done online per cause 1 above.

2.2 You have chosen your intended start time at the time of booking. In the interests of safety, please try to adhere to this start time allocation. We will only allow exceptions to this in the event of traffic delays or other unforeseen circumstances. No riders will be permitted to start the course after the final closing time.

2.3 On arrival all riders must report to registration to:

- Present booking reference
- Collect ride number
- Sign in
- Take note of any safety information

2.4 If it is necessary to retire during the route please stop and contact our **emergency number**. Our Scenic Ride Manager will advise on the safest return route to the parking area. Please do NOT turn around and ride against the flow of the route without requesting assistance.

2.5 On completion of the route or retirement, having signed in, all riders must report to the registration tent/starting point to:

- Sign out of the course
- Collect rosette (optional)

2.6 Failure to sign out will require our event organisers to contact you after the event to ensure you have returned home safely and remind you of the requirement to sign out. Persistent failure to sign out may lead to the event organisers refusing to accept future entries from you.

### **3. Rider & Horse**

3.1 Riders must have appropriate and current public liability insurance cover.

3.2 All riders must wear a hard hat to the current approved standard (correctly fastened) when mounted. All riders are strongly advised to wear appropriate body protection.

3.3 Riders must follow all directional and safety signage. Only marked routes may be followed.

3.4 Riders must follow all instructions given to them by the Scenic Ride manager, the registration staff, the paramedic, or any other Birdsall Estates Co. Ltd. Staff and volunteers.

3.5 All riders must have full control of their horse at all times and be appropriately skilled to ride and handle horses safely in a sensible manner. Horses must not be left tied up unattended.

3.6 Riders should carry a mobile phone on them, emergency contact numbers are available to take note of at registration.

3.7 The minimum age for horses and ponies is 4 years.

3.8 Walkers are only permitted on course if directly leading a horse/pony on a lead rein. Additional walkers are not permitted for safety reasons. Dogs are not permitted on the course and we strongly advise that they should not be left unattended in horseboxes/vehicles. There is no shade available in the parking area and we reserve the right to force entry into a vehicle if we believe that an animal is in distress.

3.9 Overtaking is permitted, please calmly alert those ahead of you of your intention, and await an affirmative response before proceeding.

### **4. Safety of Children**

4.1 An adult must sign for any rider under 18 years of age and remains completely responsible for their safety and actions at all times.

4.2 The minimum age for riders is 4 years of age.

4.3 Children aged 14-17 may complete the route on their own, provided that an adult signs for the rider at the beginning and end of the course, and remains available to contact whilst the ride is underway.

4.4 Children aged up to and including 13 years of age must be escorted by an adult (aged 18 years or over) on a horse or leading on foot. If the escorting adult is unable to attend or complete the route, the children must also retire at this point.

4.5 Children must adhere to all terms and conditions as stipulated

4.6 In addition to our requirement for all riders to wear a hard hat, children under the age of 18 must also wear appropriate body protection at all times during the course.

## **5. Emergency Procedure**

5.1 All riders are required to sign in and out of the event.

5.2 A paramedic will be employed by Birdsall Estates Co. Ltd. and will be on site to administer first aid treatment as required.

5.3 A veterinary practice will be made aware of the event, though not in attendance full time on site. They will be on call to attend site incidents if required upon request. All veterinary costs will be the liability of the rider or owner of the horse.

5.4 An emergency contact number will be provided at the time of sign in, and there will be marshals on the course. If you use the emergency number and there is no answer then please send a text message to this number and you will receive a call back.

5.5 We do not stipulate the use of medical arm bands, however, we would advise bands are worn if a rider has specific medical details that the emergency services need to be aware of in the event of an accident and this may include any contact details.

5.6 If you find yourself lost and need to call the emergency number please try and establish your location using the what3words mobile telephone app so you can give this to the person you contact.

## **6. Conditions of Acceptance**

6.1 You agree to indemnify Birdsall Estates Co. Ltd. and keep Birdsall Estates Co. Ltd. indemnified against all liabilities, costs, expenses, damages and losses suffered or incurred by Birdsall Estates Co. Ltd. arising from or in connection with any breach of these terms by you.

6.2 Riders (and any walkers) should take note of the ground conditions and ride/walk at an appropriate pace to mitigate the risk of slipping, falling or losing control of their horse/pony/themselves.

6.3 These rules are in the interest of your own safety.

6.4 By either signing the disclaimer herein above and/or by entering the event you are agreeing to abide by the terms & rules within the Terms & Conditions of Entry.

6.5 Subject to these terms, you also accept full liability for the actions and safety of any persons who accompany you.

## **7. Photography**

7.1 By participating in the Scenic Ride events you give Birdsall Estates Co. Ltd. full permission to use any photographs taken for promotional purposes. This may include e-newsletters, online and print advertising, circulation to the media and any other media we may choose to use in the future.

7.2 If you would like your images to be removed from our library please email [office@birdsall.estate](mailto:office@birdsall.estate) with a full description of your outfit, horse and dates of each Scenic Ride attended.

## **8. Privacy Policy**

8.1 You agree to allow Birdsall Estates Co. Ltd. to process your personal data/information for the purpose of managing the event. Your personal details from emails, online and offline bookings and ticket purchases will be collected and processed.

8.2 By using our online booking system, sending your details to us by email or any other communication method, you consent to the collection, use and transfer of your information under the terms of this privacy policy.

8.3 Your personal details will be collected and processed for the following purposes:

- For marketing purposes.
- To supply you with the information or services that you have requested.
- To contact you with regards to any purchases or bookings you have made with us.
- To contact you for your views on our services.
- To notify you from time to time about important changes or developments to our services.
- We will never pass on or sell any information (anonymous or otherwise) collected from the use of this website to third party organisations save anyone directly involved in the organisation of the event such as the fund raisers and paramedics.

8.4 We understand that by providing your personal information to us you agree to its use for the above purposes. If you do not wish your details to be used in this way, please contact us. You also have the right to request a copy of the information that we hold about you; if you would like a copy of some or all of your personal information, again please do contact us.

8.5 We will take all reasonable precautions to prevent access to your personal information by unauthorised persons and to prevent the accidental loss, destruction, damage, misuse or alteration of your personal information.

8.6 The personal data/information you give for the registration will be kept only so long as it is reasonably needed and will then be deleted.